

IN

# The United States Circuit Court of Appeals

FOR THE NINTH CIRCUIT

JOSEPH SPIESS,

Appellant.

VS.

PACIFIC MARINE IRON WORKS, a Corpora-  
tion, GEORGE H. STURGES and ROBERT B.  
STURGES, Co-partners, doing business  
under the firm name and style of Sturges  
& Sturges, and SOMMARSTROM SHIP-  
BUILDING COMPANY, a Corporation,

*Appellee.*

## TRANSCRIPT OF RECORD

WM. P. LORD,

Proctor for Appellant.

CAREY & KERR and CHARLES A. HART,

Proctors for Appellee,

Sommarstrom Shipbuilding Co.



Names and Address of Attorneys of Record:

Wm. P. Lord, 711 Lewis Building, Portland, Oregon,  
Proctor for Libellant-Appellant.

Carey & Kerr, and Charles A. Hart, Yeon Building,  
Portland, Oregon.

Proctors for Respondent-Appellee, Sommarstrom Ship-  
building Company.

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IN

# The United States Circuit Court of Appeals

FOR THE NINTH CIRCUIT

JULY TERM, 1919

Be It Remembered, That on the 13th day of August, 1919, there was duly filed in the District Court of the United States for the District of Oregon, a

## LIBEL

in words and figures as follows, to-wit:

IN THE DISTRICT COURT OF THE  
UNITED STATES FOR THE DISTRICT  
OF OREGON

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JOSEPH SPIESS,

Libellant,

vs.

PACIFIC MARINE IRON WORKS, a Corpora-  
tion, GEORGE H. STURGES and ROBERT B.  
STURGES, Co-partners, doing business  
under the firm name and style of Sturges  
& Sturges, and SOMMARSTROM SHIP-  
BUILDING COMPANY, a Corporation,  
Respondents.

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To the Honorable Charles E. Wolverton, and Robert  
S. Bean, Judges of the District Court of the United

States, in and for the District of Oregon, sitting in Admiralty:

The libel and complaint of Joseph Spiess, residing in the City of Portland, Oregon, against the Pacific Marine Iron Works, Inc., an Oregon corporation of Portland, Oregon, Messrs. George H. Sturges and Robert B. Sturges, co-partners of Portland, Oregon, and the Sommarstrom Shipbuilding Company, a foreign corporation, in a cause of damages, civil and maritime, of a nature hereinafter more specifically set forth, alleges as follows:

## I.

That the respondent, Pacific Marine Iron Works, Inc., is a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, and transacting business in the City of Portland, in said State of Oregon, and among other things, is engaged in the business of fitting out ocean-going ships and vessels.

## II.

That the respondent, Sommarstrom Shipbuilding Company, is a corporation organized under the laws of the State of Washington, and transacting business within the State of Oregon, and among other things, is engaged in the business of building and constructing wooden ships at its shipyard and plant at Columbia

City Oregon; that said respondent had complied with the laws of the State of Oregon in relation to the transaction of business within said state, by foreign corporations.

### III.

That Robert B. Sturges and George H. Sturges are co-partners, doing business in the City of Portland, under the firm name and style of Sturges & Sturges, and among other things, are engaged in the business of plumbing and steam-fitting.

### IV.

That some time prior to the matters and things hereinbefore set forth and complained about, the respondent, Sommarstrom Shipbuilding Company, had constructed and built an ocean-going steamship of thirty-five hundred (3500) tons, or thereabouts, at its shipyards in Columbia City, Ore.; that said steamship was launched on the 21st day of June, 1918, upon the navigable waters of the Columbia River, at Columbia City, Oregon, and the said steamship was christened and named "Datis," and thereafter had been brought in the navigable waters of the Columbia and Willamette Rivers to the City of Portland, Oregon, and on or about the 29th day of April, 1919, the engines in said steamship had been installed and the said steamship was lying in the navigable waters of the Willamette River, within the Port of Portland, Oregon, and was berthed at the dock of the •

respondent, Pacific Marine Iron Works, and on said day was being prepared and made ready for an ocean voyage, and during all the times herein mentioned, was under the control of the respondents.

## V.

That the means of communication provided by respondents for their employees working on the said Steamship "Datis" to the aforesaid dock, on the port side, at the time of the injuries hereinafter set forth, was by a board or plank of about 3 inches by 12 inches, and about 14 feet or more in length, placed from the after main deck of said steamship to the said dock or wharf; that the distance between the said steamship and the wharf was about eight feet, or thereabouts, and the distance from said plank to the navigable waters of the Willamette river, in which said steamship was lying, was about 30 feet below, that at the time plaintiff received the injuries hereinafter set forth, the deck of said steamship was about four feet higher than the floor of the said wharf on which said plank was resting and the said plank was used by respondents and their employes, and other persons having business on said steamship, as a means of ingress and egress to and from said steamship to the dock or wharf aforesaid.

## VI.

That prior to the 29th day of April, 1919, the re-



spondent, Sammarstrom Shipbuilding Company, and the respondent, Pacific Marine Iron Works, had entered into a contract for fitting out said steamship "Datis" and making the same ready for an ocean voyage, and on the 29th day of April, 1919, and for several days prior thereto, said steamship, having been launched and christened as aforesaid, was berthed in the navigable waters of the Willamette River at the dock of the respondent, Pacific Marine Iron Works, as hereinbefore alleged, for being fitted out for said purpose, and in the performance of the aforesaid contract, the respondent, Pacific Marine Iron Works, had sublet a portion of the fitting out and plumbing of said steamship to the respondents, George H. Sturges and Robert B. Sturges, co-partners, as aforesaid.

## VII.

That for some time prior to the 20th day of April, 1919, libellant was in the employ of said respondents, George H. Sturges and Robert B. Sturges; that the place of business or plant of said respondents is located at No. 443 Washington Street, Portland, Oregon; that the said respondents have rejected the benefits of Chapter 112, of the Session Laws of Oregon for 1912, and acts amendatory thereto; that the injuries sustained by libellant hereinafter set forth, happened away from the plant of said respondents, but while libellant was under the direction and control of said respondents and the other respondents herein; that the respondents, Som-

marstrom Shipbuilding Company, and the Pacific Marine Iron Works, have accepted the benefits of said Chapter 113, of the Sessions Laws of Oregon for 1913, and acts amendatory thereto; that prior to the commencement of this suit the libellant elected not to take or accept the benefits of said Chapter 113 of the Session Laws of Oregon for 1913, and acts amendatory thereto.

### VIII.

That on the 29th day of April, 1919, libellant was engaged at work for respondent on said Steamship "Datis," while the same was lying in the navigable waters of the Willamette River at the dock or wharf of the Pacific Marine Iron Works, as hereinbefore alleged, in placing lead pipe for plumbing fixtures in said steamship under the immediate direction and control of respondents.

### IX.

That it was the duty of respondents to provide libellant with a safe place to work, and safe ingress and egress to and from the aforesaid Steamship "Datis" to the dock or wharf of the Pacific Marine Iron Works aforesaid, but said respondents, without any care or attention as to whether libellant would be injured thereby or not, failed and neglected libellant with a safe place to work and were negligent in; that the aforesaid plank

leading from the after main deck of said steamship to the aforesaid wharf was not fastened, lashed or cleated down by any means to the deck of the said Steamship, and which fact was unknown to libellant or below or underneath said gang plank had respondents placed or fixed a save-all or cargo net which libellant alleges is a practicable method of preventing persons from falling into waters; that unless such gang plank as hereinbefore described is fested, hooked or cleated, there is greater danger from the rise and fall of the waters of the Willamette River, or by the operation of the tides, or by the propulsion of waters of the said river against the steamship, by other craft using the river, that the ends of said plank will move and slip and no longer act as an adequate support to sustain the weight of a person of using the same; that the safe and proper method to have been followed in fixing or placing said gang plank so that the same would have been safe to use as a means of ingress and egress under the existing physical conditions hereinbefore described, was to have lashed said gang plank with rope from the innboard side of the plank to ring-bolts or deck bits on the innboard side of the steamship or to have placed cleats under the gang plank.

That while libellant was engaged in the performance of his duties aforesaid, he was required to go from the said steamship to the aforesaid wharf on respondent's business, and while libellant was using the aforesaid plank as a means of reaching the wharf, having just stepped onto said plank from the deck of said steam-

ship, without any fault on the part of the libellant, and wholly through the fault and negligence of the respondents, in failing to fasten, lash or cleat said gang plank, so that the same would remain fixed and stationery, and through the operation of the waters of the Willamette River, as hereinbefore described, the end of said gang plank moved and slipped so that the end of said gang plank resting on said vessel acted no longer as a support, and gave way, and fell into the waters below, and by reason thereof, libellant fell into the waters below, striking his right leg on said plank, and breaking the same, so that libellant was required to go to a hospital to have same operated on and set with a silver plate and screws, all to his injury and damage as hereinbefore alleged.

## XI.

That libellant earns the sum of Eight (\$8) Dollars per day in his trade and occupation as a plumber, and by reason of the negligence of respondents, as hereinbefore alleged, the libellant will lose nine months' time from his labor, to his damage in the sum of Seventeen Hundred Sixty (\$1750) Dollars; that in addition thereto, the libellant had incurred doctor and hospital bills in treating his said injuries, in the sum of Six Hundred and Nine (\$609) Dollars, and in addition thereto, libellant has sustained a serious and permanent impairment to his right leg, and suffered great physical and mental pain and anguish, all to his damage in the sum of Ten Thousand (\$10,000) Dollars, making the total sum

claimed by the libellant from respondents to be Twelve Thousand, Six Hundred and Nine (\$12,609) Dollars, by reason of the wrongful acts of said respondents in bringing about the aforesaid injuries.

## XII.

That all and singular the premises are true and within the admiralty and marine jurisdiction of this Court, and the respondents have property within the jurisdiction of this Court.

WHEREFORE, the libellant prays that process in due form of law according to the course of this Honorable Court, may issue against said respondents, the president and officers thereof, and that they may be required to answer on oath this libel and the matter herein contained, and that if said respondents cannot be found, then the goods, chattels and effects thereof, within the jurisdiction of this Court, may be attached to an amount sufficient to answer the libellant's claim, and that this Honorable Court will be pleased to decree to the libellant the payment of the amount which shall be due him for the cause aforesaid, and that the respondents may be condemned to pay the same, with interest thereon, and the costs of this suit, and that the libellant may have such other and further relief as in law and justice he may be entitled to receive.

Signed WM. P. LORD,  
Proctor for Libellant.

United States of America }  
 District of Oregon. } ss

I, Joe Spiess, being first duly sworn, depose and say that I am the libellant herein; that I have read the foregoing libel and know the contents thereof, and the same is true as I verily believe.

JOE SPIESS.

Subscribed and sworn to before me this 13th day of August, 1919.

WM. P. LORD,

Notary Public for Oregon. My Commission Expires December 26, 1920.

Endorsed:

U. S. District Court, District of Oregon.

Filed August 13, 1919.

G. W. MARSH, Clerk.

And Afterwards, to-wit, on the 23rd day of September, 1919, there was duly filed in the District Court of the United States for the District of Oregon,

### EXCEPTIONS TO LIBEL

in words and figures as follows, to-wit:

(Title Omitted)

To the District Court of the United States, for the Dis-



trict of Oregon:

Sommarstrom Shipbuilding Company, a corporation, one of the respondents herein, for cause and causes of exception and objection in that certain pretended case of damages, civil and maritime, propounded in that certain libel filed August 13, 1919, in the above entitled court, doth represent, except, and object as follows, and for cause and causes of exceptance to said libel allege:

It appears from said libel that the pretended case of damages is based upon the duty owing to libellant as an employe of respondents, George H. Sturges and Robert B. Sturges. The work in which libellant was engaged at the time of his injury was being performed while the steamship "Datis" was berthed at the dock of Pacific Marne Iron Works in the Willamette River at the City of Portland, Oregon, and a long distance from the shipbuilding plant of the Sommarstrom Shipbuilding Company. The work upon which libellant was engaged did not involve or require the use of any machinery, tools, appliances, or place of employment furnished by this respondent, and this respondent was under no legal obligation of any kind with regard to any such machinery, tools, appliances, or place of work.

This respondent owed no duty to libellant with respect to the safety of the plank furnished by his employers or by Pacific Marine Iron Works for the purpose of ingress and egress to and from the steam-

ship "Datis" while at the dock of the Pacific Marine Iron Works, the failure to properly fasten which plank it is alleged caused libellant's injury.

Wherefore, respondent, Samarstrom Shipbuilding Company, prays that the libel filed in this case and every and all proceedings had thereunder may be dismissed as to this respondent.

CAREY & KERR,  
CHARLES A. HART,

Attorneys for Respondent, Sommarstrom Shipbuilding Company.

State of Oregon                    }  
County of Multnomah        } ss.

I, Charles A. Hart, do hereby certify that I am one of respondent's attorneys in the above entitled proceeding, and that in my opinion the foregoing exceptions to the libel herein are well founded in law.

CHARLES A. HART.

Endorsed:

U. S. District Court, District of Oregon.

Filed September 23, 1919.

G. H. MARSH, Clerk.

Acceptance of Service Omitted.



And Afterwards, to-wit, on Monday, the third day of November, 1919, the same being the first judicial day of the regular November term of said court; present the Honorable Robert S. Bean, United States District Judge, presiding, the following proceedings were had in said cause, to-wit:

(Title Omitted)

November 3, 1919.

This cause was heard by the Court upon the exceptions of the respondent, Sommarstrom Shipbuilding Company, to the libel herein, said libellant appearing by Mr. Wm. P. Lord, of proctors, and said respondent appearing by Mr. Charles A. Hart, of proctors.

Upon consideration whereof,

It Is Ordered that said exceptions be and the same are hereby sustained.

And Afterwards, to-wit, on the 29th day of December, 1919, there was duly filed in the District Court of the United States for the District of Oregon, a

### STIPULATION

in words and figures as follows, to-wit:

(Title Omitted)

It is hereby stipulated and agreed by and between the libellant and George H. Sturges and Robert B. Sturges and the Pacific Marine Iron Works, a corporation, the respondents above named, that the above entitled cause and all suits or actions arising from the facts set forth in the libel, whether in admiralty, law or equity, has been compromised and settled as between them and may be dismissed as to said named respondents with prejudice and without costs, by order and judgment of the Court.

Dated this 29th day of December, 1919.

JOSEPH SPIESS,  
Libellant.

WM. P. LORD,  
Proctor for Libellant.

COY BURNETT,  
Proctor for George H. Sturges,  
and Robert B. Sturges, Respondents.

F. S. SENN  
Proctor for Pacific Marine Iron  
Works, a Corporation, Respondent.

And Afterwards, to-wit, on Monday, the 31st day of March, 1920, the same being the 37th judicial day of the regular March term of said Court; present the Honorable Charles E. Wolverton, United States Dis-

trict Judge, presiding, the following proceedings were had in said cause to-wit:

Pursuant to the stipulation of libellant and respondents, George H. Sturges and Robert B. Sturges and the Pacific Marine Iron Works, now on motion of Wm. P. Lord, proctor for libellant, for an order in conformity with said stipulation, it is hereby:

Ordered, That the above entitled libel be dismissed with prejudice and without costs to the respondents, George H. Sturges and Robert B. Sturges and Pacific Marine Iron Works.

Dated this 31st day of March, 1920.

CHAS. E. WOLVERTON, Judge.

And Afterwards, to-wit, on Tuesday, the 18th day of May, 1920, the same being the 68th judicial day of the regular March term of said Court; present the Honorable Robert S. Bean, United States District Judge, presiding, the following proceedings were had in said cause, to-wit:

(Title Omitted)

This cause was heretofore heard by the Court upon the exceptions of the respondent, Sommarstrom Ship-building Company, to the libel herein, and order was duly entered sustaining said exceptions on November

3, 1919; now, therefore, upon application of said respondent, Sommarstrom Shipbuilding Company, appearing by Mr. Robert Kuykendall, of proctors.

It Is Ordered that the libel herein be and the same is hereby dismissed.

And Afterwards, to-wit, on the 17th day of November, 1920, there was duly filed in the District Court of the United States for the District of Oregon, a

### NOTICE AND PETITION FOR APPEAL

in words and figures as follows, to-wit:

(Title Omitted)

Now comes the libellant, and, feeling agrieved by the order of the Court sustaining the exceptions of the respondent, Sommarstrom Shipbuilding Company, a corporation, above named, to the libel herein, and by the decree dismissing the libel herein, which said decree was made on the 18th day of May, 1920, does hereby appeal from said decree, with the object of obtaining a reversal of the same and securing a decree for damages as claimed, to the United States Circuit Court of Appeals for the Ninth Circuit and will pray of said Court to permit libellant to amend his libel, if the same should be amended, and to take such steps for making up the issues in this cause and the taking of the testimony of the witnesses, as may be within the jurisdiction of the

said Circuit Court of Appeals, hereinafter to be taken in accordance with the Statutes of the United States of America and the Rules of said United States Circuit Court of Appeals, as in such cases made and provided.

The libellant prays that his appeal may be allowed and that the record in said cause may be duly certified to said Circuit Court of Appeals to be there heard and determined.

Dated this 17th day of November, 1920.

WM. P. LORD,  
Proctor for Libellant.

Upon the reading of the foregoing petition for appeal and consideration of the assignment of errors herewith,

It Is Ordered, That the appeal as prayed for be and is herewith allowed.

Dated this 17th day of November, 1920.

CHAS. E. WOLVERTON,  
District Judge.

County of Multnomah:

Service of the foregoing petition for appeal, by copy is admitted this 17th day of November, 1920.

C. A. HART,  
One of Proctors for Respondent,  
Sommarstrom Shipbuilding Company.

And Afterwards, to-wit, on the 17th day of November, 1920, there was duly filed in the District Court of the United States for the District of Oregon, an

### ASSIGNMENT OF ERRORS

in words and figures as follows, to-wit:

(Title Omitted)

Now comes the libellant, Joseph Spiess, and assigns errors in the decision of the District Court, as follows:

1. The District Court erred in making an order sustaining the exceptions of Sommarstrom Shipbuilding Company, a corporation, to the libel in this cause.

2. The District Court erred in holding and citing that the libel of the libellant did not state facts sufficient to constitute a cause of suit against the respondent, Sommarstrom Shipbuilding Company, a corporation.

3. The District Court erred in rendering a decree dismissing libellant's cause of suit and entering judgment against libellant.

Wherefore, libellant prays that the decree in this

cause may be reversed and that he may be permitted to amend his pleadings, and that this Court may cause this suit to be brought to issue and the cause tried by order of this Court and enter final decree herein in accordance with the Statutes of the United States of America and the rules of the United States Circuit Court of Appeals for the Ninth Circuit, as in such cases made and provided, and after taking the testimony of the witnesses for the respective parties, if the same should be proper and requisite.

WM. P. LORD,  
Proctor for Libellant.

United States of America	} ss.
District of Oregon	
County of Multnomah	

Service of the foregoing assignment of errors, by copy is admitted this 17th day of November, 1920.

C. A. HART,  
One of Proctors for Respondent,  
Sommarstrom Shipbuilding Company.

And Afterwards, to-wit, on the 17th day of November, 1920, there was duly filed in the District Court of the United States for the District of Oregon, a

### CITATION ON APPEAL

in words and figures as follows, to-wit:



(Title Omitted)

To Sommarstrom Shipbuilding Company, a corporation, and to Carey and Kerr, Your Proctors of Record herein, Greeting:

Whereas the libellant in the above entitled suit, has appealed to the United States Circuit Court of Appeals from the decree made and rendered in the above entitled Court and cause on the 18th day of May, 1920, dismissing the libellant's libel, and the said appeal has been allowed:

Now, Therefore, You and each of you are hereby cited and admonished to be and appear in the United States Circuit Court of Appeals for the Ninth Circuit, at San Francisco, California, within thirty days from and after the date of this citation, to show cause, if any there be, why the decree appealed from should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Charles E. Wolverton, judge of the above entitled Court, with the seal of said Court hereunto affixed this 17th day of November, 1920.

CHAS. E. WOLVERTON,  
District Judge.

United States of America	} ss.
District of Oregon	
County of Multnomah	



Service of the within citation is hereby admitted this 17th day of November, 1920.

C. A. HART,  
One of Proctors for Respondent,  
Sommarstrom Shipbuilding Company.

And Afterwards, to-wit, on the 17th day of November, 1920, there was duly filed in the District Court of the United States for the District of Oregon a

### PRAECIPE ON APPEAL

in words and figures as follows, to-wit:

(Title Omitted)

To Sommarstrom Shipbuilding Company, a corporation, to Carey & Kerr and Charles A. Hart, Your Proctors of Record herein:

The libellant in the above entitled cause will make a transcript of the following named papers in the above entitled cause and file a transcript thereof with the clerk of the United States Circuit Court of Appeals at San Francisco, California, in taking an appeal in this cause, to-wit:

1. Libel.
2. Exceptions to Libel by Sommarstrom Shipbuilding Company.
3. Order Sustaining Exceptions to Libel.

4. Order Dismissing Cause as to Other Respondents.

5. Assignment of Errors.

6. Notice and Petition for Appeal.

7. Order Allowing Appeal.

8. Undertaking on Appeal.

9. Stipulation that Clerk may Certify to Transcript.

10. Citation on Appeal.

Dated this 17th day of November, 1920.

WM. P. LORD,  
Proctor for Libellant.

Service admitted November 17, 1920.

CHARLES A. HART.

And Afterwards, to-wit, on the 18th day of November, 1920, there was duly filed in the District Court of Oregon, an

## UNDERTAKING ON APPEAL

in words and figures as follows, to-wit:

(Title Omitted)

Know All Men By These Presents: That we, Joseph Spiess, as principal, by his proctor, Wm. P. Lord, and Herbert A. Holmes, surety, are held and firmly bound unto the respondent, Sommarstrom Shipbuilding Company, a corporation, in the full and just sum of two

hundred fifty (\$250) dollars, to be paid to the said respondent, its attorneys, or assigns; to which payment, well and true to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally by these presents.

Sealed with our seals, and dated this 17th day of November, 1920.

JOSEPH SPIESS,  
By WM. P. LORD,  
His Proctor (Seal)

HERBERT A. HOLMES (Seal)

Whereas, the above named libellant has instituted proceedings to reverse a decree of the above entitled Court in the above entitled cause made and entered on the 18th day of May, 1920,

Now, the condition of the above obligation is such that if the said Joseph Spiess shall prosecute his appeal to the effect, and answer all damages and costs if he fails to make his plea good, then the above obligation to be void, else to remain in full force and virtue.

Dated this 17th day of November, 1920.

JOSEPH SPIESS,  
By Wm. P. LORD,  
His Proctor.

## HERBERT A. HOLMES.

United States of America } ss.  
 District of Oregon }

I, Herbert A. Holmes, whose name is subscribed as the surety to the above described undertaking, being first duly sworn, depose and say, that I am a resident and freeholder within the District of Oregon, and am worth the sum of Five Hundred (\$500.00) Dollars, over and above all debts and liabilities, exclusive of property exempt from execution.

HERBERT A. HOLMES.

Subscribed and sworn to before me this 17th day of November, 1920.

WM. P. LORD,

Notary Public for Oregon. My Commission Expires December 26, 1920.

United States of America } ss.  
 District of Oregon }

Due service of the within undertaking by copy is hereby admitted this 18th day of November, 1920.

C. A. HART,

One of the Proctors for Respondent,  
 Sommarstrom Shipbuilding Company.

A true copy.

The foregoing bond approved this 18th day of November, 1920.

C. A. HART,

Approved November 18, 1920.

CHAS. E. WOLVERTON,

U. S. District Judge.

AND THEREAFTER, to-wit, on the 14th day of December, 1920, there was duly FILED in the said District Court,

A STIPULATION

in words and figures as follows, to-wit:

(Title omitted)

It is hereby stipulated ~~and~~ by and between the libellant and the respondent, Sommarstrom Shipbuilding Company, a corporation, through their respective solicitors, that the said libellant may have to and including the 28th day of December, 1920, as time within which to file transcript of record herein and docket the within cause with the Clerk of the United States Circuit Court of Appeals, at San Francisco, California.

Dated this 14th day of December, 1920.

WM. F. LORD

Solicitor for Libellant.

CAREY & KERR,

Solicitors for Respondent,  
Sommarstrom Shipbuilding  
Company, a corporation.

AND THEREAFTER, to-wit, on Tuesday, the 14th day of December, 1920, the same being the \_\_\_\_\_ JUDICIAL day of the Regular November TERM of said District Court;



Present the HONORABLE CHAS. E. WOLVERTON, Presiding,  
the following proceedings were had in said cause, to-wit:  
(Title omitted)

Based on the stipulation herein;

IT IS ORDERED that the libellant may have to and in-  
cluding the 28th day of December, 1920, as time to file  
transcript of record herein and docket the within cause  
with the Clerk of the United States Circuit Court of  
Appeals at San Francisco, California.

Dated this 14th day of December, 1920.

CHAS. E. WOLVERTON  
U.S. District Judge.

-----  
AND THEREAFTER, to-wit, on Monday the 27th day of  
December, 1920, the same being the \_\_\_\_\_ JUDICIAL day of  
the Regular November TERM of said District Court; Present  
the Honorable CHAS. E. WOLVERTON, Presiding, the fol-  
lowing proceedings were had in said cause, to-wit:

(Title omitted)

IT IS ORDERED that libellant have to and including the  
31st day of December, 1920, as time to file transcript  
herein and docket this cause with the Clerk of the  
Circuit Court of Appeals.

Dated this 27th day of December, 1920.

CHAS. E. WOLVERTON  
U.S. District Judge.

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UNITED STATES OF AMERICA ) ss.  
District of Oregon )

I, G. L. Marsh, Clerk of the District Court of the United  
States, District of Oregon, do hereby certify that the  
foregoing printed record was tendered to me as Clerk for  
certification as a true transcript of the record in the  
case of Spiess v. Pacific Marine Iron Works, et al, and  
I hereby certify that the foregoing printed Transcript of  
Record is in accordance with the stipulation of the  
parties herein.

IN TESTIMONY WHEREOF, I have hereunto set my  
hand and affixed the seal of said court at Portland,  
this 29th day of December, 1920.

Clerk U.S. District Court  
District of Oregon.